SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-2324-07/JVP - Wekiva Springs Rd-Fox Valley Drive

Improvements

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond CONTACT: Jacqui Perry EXT: 7114

MOTION/RECOMMENDATION:

Award CC-2324-07/JVP in the amount of \$1,678,000.00 to Gibbs & Register, Inc of Winter Garden, Florida for improvements to Wekiva Springs Rd - Fox Valley Dr. to Orange County Line. Work to include but not be limited to intersection improvements, sidewalks, pedestrian bridges and milling and resurfacing.

County-wide Ray Hooper

BACKGROUND:

CC-2324-07/JVP will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to improve Wekiva Springs Rd - Fox Valley Dr. to Orange County Line include, but are not limited to, intersection improvements, sidewalks, pedestrian bridges and roadway milling and resurfacing.

This project will provide for a new 8 foot wide sidewalk installed on the north side of the roadway for approximately 2.6 miles from Sweetwater Blvd to the entrance to Wekiva Springs State Park, a 5 foot wide sidewalk installed on the south side of the roadway for approximately 0.9 miles between Hunt Club Blvd and the Orange County line, and two new pedestrian bridges on the North and South side of the roadway to be installed over Sweetwater Cove just east of Sweetwater Cove Blvd. This project will also provide for an intersection improvement to be constructed at Wekiva Springs Rd and Riverbend Boulevard/Sweetwater Boulevard to extend the length of the eastbound and westbound left turn lanes and another intersection improvement to be constructed at Wekiva Springs Rd and Sweetwater Cove Boulevard to widen the roadway and establish a better queuing area for vehicles exiting Sweetwater Cove Boulevard. In addition, the portion of roadway approximately 0.25 miles in length between Hunt Club Boulevard and the eastern entrance to First Baptist Church of Sweetwater will be milled and resurfaced to correct cross slope issues and to improve the condition of the pavement, and swales will be established in this section to improve the drainage of the roadway.

This project was publicly advertised and the County received seven (7) bids of which six (6) bids were determined to be responsive. The Review Committee consisting of Brett Blackadar, Project Engineer and William Glennon, Engineer, both of Public Works, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Gibbs & Register, Inc. in the amount of \$1,678,000.00. The completion time for this

project is 270 days for substantial plus 30 days to final for a total of 300 calendar days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the account line for Engineering - Roads, ENG-Wekiva Springs Rd (077541.560670, CIP#00192008).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2324-07/JVP in the amount of \$1,678,000.00 to Gibbs & Register, Inc of Winter Garden, Florida for improvements to Wekiva Springs Rd - Fox Valley Dr. to Orange County Line. Work to include but not be limited to intersection improvements, sidewalks, pedestrian bridges and milling and resurfacing.

ATTACHMENTS:

- 1. CC-2324-07_JVP Award Agreement to Gibbs & Register
- 2. CC-2324-07 JVP Agenda Backup

Additionally Reviewed By:

County Attorney Review (Ann Colby)

ROAD IMPROVEMENT SERVICES AGREEMENT WEKIVA SPRINGS ROAD - FOX VALLEY DRIVE (CC-2324-07/JVP)

WITNESSETH:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified in Exhibit A, Technical Specifications, attached hereto, the solicitation package and any addenda thereto, and as indicated in the Contract Documents. The Work is generally described as Road Improvement: Wekiva Springs Road - Fox Valley Drive.

SECTION 2. ENGINEER.

- (a) ENGINEER OF RECORD as named in the Contract Documents shall mean MSCW, INC., whose address is 4750 New Broad Street, Suite 100, Orlando, Florida 32814.
- (b) "CEI" is COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services, BERMELLO, AJAMIL & PARTNERS, INC., whose address is 2601 S. Bayshore Drive, Tenth Floor, Miami, Florida 33133.

SECTION 3. CONTRACT TIME.

- (a) All provisions regarding Contract Time are essential to the performance of this Agreement.
- (b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within TWO HUNDRED SEVENTY (270) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within THIRTY (30) calendar days after the actual date of Substantial Completion.
- (c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.
- (d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

- (a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is ONE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,678,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.
- (b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
- acknowledges that CONTRACTOR studied, (c) CONTRACTOR considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing. and permitting requirements; (3) the Project conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

- (d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.
- (1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
- (2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 5. PAYMENT PROCEDURES.

(a) Application for Payment. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- (b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.
- (c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- In the event that CONTRACTOR fails to physically mobilize the Work site as required by Section 6.19 of the withhold additional retainage COUNTY may to Conditions, completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Time and the liquidated damage amount for Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
 - (c) If CONTRACTOR is behind schedule and it is anticipated by

COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- (a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.
- (b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

- (c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related installations, conflicts, Facilities, utility to Underground relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. study, excludes and releases COUNTY from any CONTRACTOR, by its including but not limited to, the implied warranties, Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.
- (d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.
- (e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
 - (f) CONTRACTOR has given ENGINEER written notice of all

conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

- (g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.
- (h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.
- (i) CONTRACTOR's resident Superintendent at the Work site shall be DOUGLAS E. THOMAS, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.
- (j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares

and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

- CONTRACTOR acknowledges that the performance of the Work (k) under the Contract Documents fulfills a COUNTY, CONTRACTOR and public CONTRACTOR agrees to respond to citizen To that end, purpose. CONTRACTOR's related to alleged damage caused by complaints, performance of the Work, within ten (10) days of receipt of the ENGLWEER, or COUNTY. CONTRACTOR shall complaint from any citizen, utilize the attached "Report of Unsatisfactory Materials and/or form to respond separately to each complaint. When a Service" complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.
- (1) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes

temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

- (a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:
 - (1) This Agreement;
 - (2) Bid Form, attached hereto as Exhibit B;
 - (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;
- (b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:
 - (1) Performance Bond;
 - (2) Payment Bond;
 - (3) Material and Workmanship Bond;
 - (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;

- (6) General Conditions;
- (7) Supplementary Conditions including any utilityspecific forms provided by County's Utility Division;
 - (8) Notice to Proceed;
 - (9) Change Orders;
 - (10) Certificate of Substantial Completion;
 - (11) Certificate of Final Inspection;
 - (12) Certificate of Engineer;
 - (13) Certificate of Final Completion;
 - (14) Contractor's Release;
 - (15) Drawings and Plans;
 - (16) Supplemental Agreements;
 - (17) Contractor's Waiver of Lien (Partial);
 - (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
 - (20) Consent of Surety to Final Payment;
 - (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.
- (c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.

- COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the specified below, plus Conditions within the time General extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$2,900.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.
- (b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may

include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 10. MISCELLANEOUS.

- (a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- (b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be word and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- (c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Public Works/Engineering 520 W. Lake Mary Blvd., Suite 200 Sanford, FL 32773

For CONTRACTOR:

Gibbs & Register, Inc. 232 South Dillard Street Winter Garden, Florida 34787

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action

that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

- (b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.
- (c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

- (a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.
 - (b) Upon a material breach of the Contract Documents related to

life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:	GIBBS & REGISTER, INC.			
JOANNE G. REGISTER, Secretary	By: REX D. HUFFMAN, President			
(CORPORATE SEAL)	Date:			

(County Signature Page Follows)

ATTEST:	SEMINOLE COUNTY, FLORIDA		
	By:		
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman		
Seminole County, Florida.	Date:		
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20		
Approved as to form and legal sufficiency.	regular meeting.		

BOARD OF COUNTY

COMMISSIONERS

Attachment:

County Attorney

Exhibit A - Technical Specifications

Exhibit B - Bid Form

Exhibit C - Trench Safety Act

Exhibit D - American with Disabilities Act Affidavit

AEC:jjr 9/19/07

P:\Users\jroyal\Purchasing 2007\Agreements\CC-2324-07-Gibbs&Register.doc

Exhibit A

Seminole County Board of County Commissioners Construction Contract

SCOPE OF SERVICES CC-2324-07/JVP Wekiva Springs Rd-Fox Valley Dr. Improvements

Scope of Services: Contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary to improve Wekiva Springs Rd-Fox Valley Dr. to County Line. Work to include but not limited to intersection improvements, sidewalks, pedestrian bridges and milling and resurfacing with emphasis on highly aesthetic quality finished product.



EXHIBIT B BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: WEKIVA SPRINGS RD-FOX VALLEY DRIVE IMPROVEMENTS COUNTY CONTRACT NO. CC-2324-07/JVP

COONTI CONTRACT I	VO. CC-2524-07/3VI
Name of Bidder:	GIBBS & REGISTER, INC.
Mailing Address:	232 S. DILLARD ST., WINTER GARDEN, FL. 34787
Street Address:	SAME AS ABOVE
City/State/Zip:	SAME AS ABOVE
Phone Number: (407	
FAX Number: (_ 407 _	
Contractor License Number	er: CG-CA06294
TO: Purchasing and Cont	racts Division of Seminole County, Florida
Instructions to Bidders, familiarized himself with a of the Work, and the cost agrees to perform within parts and everything requested and tools, experient the Work and counter construction of said W. Documents, including Ad	in compliance with your notice inviting sealed Bids (Invitation for Bid), and the other documents relating thereto, the undersigned Bidder, having the terms of the Contract Documents, local conditions affecting the performance to the Work at the place where the Work is to be done, hereby proposes and the time stipulated in the Contract Documents, including all of its component uired to be performed, and to provide and furnish any and all of the labor, endable Equipment, and all utility and transportation services necessary to emplete in a workmanlike manner, all of the Work required in connection with work all in strict conformity with the Plans and Specifications and other Contract Idenda Nos. (Contract Price) hereinafter set forth.
The undersigned forth in the Contract Docu	Bidder agrees that the Work shall be completed according to the schedule set uments.
The undersigned Documents.	Bidder further agrees to pay liquidated damages as described in the Contract
Bid prices must be space(s) provided for that	be stated in words in accordance with these Instructions to Bidders in the blank purpose.

Gibbs & Register Inc. CC-2324-07/JVP

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To

BID FORM 06/2007

Bidders.

Wekiva Springs Rd-Fox Valley Dr. Improvements CC-2324-07/JVP

00100-1

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUN	IT OF	BID:	ž 1, 678	,000.	Numbers				
One Million	S:x	Hundred	Seventy	-E; 4+	Thousand	Dollars	and	Zero	<u>cents</u>
			(IN WC	DRDS)					

- 1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
- 2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.

Section 00150 - Trench Safety Act Form

Section 00160 - Bidder Information Forms (Including W-9)

Section 00300 - Non-Collusion Affidavit of Bidder Form

Section 00310 - Certification of Nonsegregated Facilities Form

Section 00630 - Americans with Disabilities Act Form

Drug Free Workplace Form

Public Entity Crimes Form

Gibbs & Register Inc. CC-2324-07/JVP

00100-2 CC-2324-07/JVP

ACCOMPANYING THIS BID IS BIDDER'S BOND EQUAL TO 5% OF TOTAL BID AMOUNT (insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

BID FORM

06/2007

WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY ROADWAY PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
101-1	LS	\$	MOBILIZATION (8%)	40,000.°°	40,000.00
110-1-1	LS	1.0	CLEARING AND GRUBBING	బా _.	
102-1	LS	\$	MAINTENANCE OF TRAFFIC (8%)	30,∞∞.°°	30,000.∞
104-13-1	ĹΕ	2.800	SILT FENCE STAKED (TYPE III)	2.00	5,600.00
120-1	CY	822	EXCAVATION REGULAR	5.00	4,110.00
120-6	CY	389	EMBANKMENT	_10.00	3,890.∞
285-70-4	SY	1.581	TYPE ABC-3 STABILIZATION 4"	_ 25.∞	<i>39,5</i> 25.∞
285-70-9	SY	969	TYPE ABC-3 BASE COURSE 6"	33.⁰	31,977.∞
327-70-1	SY	11.811	MILLING EXIST ASPH PAVT (1° AVG DEPTH)	4.00	47, 244.00
331.2	TN	121	ASPHALTIC CONCRETE TYPE S (3")		14,570.∞
333-2-8	TN	707	ASPHALTIC CONCRETE TYPE S-III	105.00	<i>74,235.</i> ∞
337-7-3	TN	694	ASPHALTIC CONCRETE FRICTION COURSE (FC-3) (1")	/50,00	74,235.°° 104,100.°°

WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY ROADWAY PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT	AMOUNT
520-1-10	LF	598	CONCRETE CURB & GUTTER (TYP 'F')	76.00	15,548.00
522-1	SY	1,615	CONCRETE SIDEWALK (4" THICK (INCLUDING COMPACTION)	37.∞	59,755.∞
575-1-1	SY	4,887	SODDING (BAHIA)	3.00	14,661.00
575-1-4	SY	200	SODDING (ST. AUGUSTINE)	4.00	8∞.∞

WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY SIGNALIZATION PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	(PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
630-1-12	LF	1,030	CONDUIT	7.00	7, 210.∞
635-1-11	EA	8	PULL AND JUNCTION BOXES	350.°°	Z,800.00
635-1-31	EA	10	PULL AND JUNCTION BOXES (INSTALL) (PULL BOX)	180.*	1,800.∞
641-30	EA	1	PRESTRESSED CONCRETE POLE (INSTALL)	1,000.00	1,000.∞
653-182	AS	1 .	PEDESTRIAN SIGNALS (F&I, LED, 2-WAY)	1,800.00	1,000.∞ 1,800.∞
659-107	EA	1	SIGNAL HEAD AUXILIARIES (ALUMINUM PEDESTAL)	1,100.00	1,100.00
660-2-102	AS	7	LOOP ASSEMBLY (TYPE C. 6'x6')	850.°°	5,9v0.∞
660-2-106	AS	7	LOOP ASSEMBLY (TYPE F. 6'x40')		5,950.00
665-11	EA	2	PEDESTRIAN DETECTOR	180.∞	360.∞
670-5-411	PI	2	ACTUATED SOLID STATE CONTROLLER ASSEMBLY(MODIFIED	Ì	1,050.00
690-20	EA	2	REMOVE PEDESTRIAN SIGNAL ASSEMBLY	35.00	70.00
690-70	EA	2	REMOVE PEDESTRIAN DETECTOR ASSEMBLY	35.00	

CC-2324-07/JVP

SEMINOLE COUNTY

SIGNING & PAVEMENT MARKING PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT	AMOUNT
700-40-1	EA	6	SIGN. SINGLE POST (LESS THAN 12)	180.¤	1,080.00
700-46-21	EA	3	SIGN. EXISTING (RELOCATE) (SINGLE POST)	-√35,∞	405.∞
706-3	EA	72	RETRO-REFLECTIVE PAVMT MARKERS (RED/WHITE)	4.00	Z88.00
706-3	EA	123	RETRO-REFLECTIVE PAVMT MARKERS (YELLOW)	4.00	492.∞
710-90	ŁS	***	PAINTED PAVEMENT MARKINGS (FINAL SURFACE)	5,500.°	5,500.00

CC-2324-07/JVP SEMINOLE COUNTY

SIGNING & PAVEMENT MARKING PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	(PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
711-4	EA	26	DIRECTIONAL ARROWS, THERMOPLASTIC	40.∞	1,040.00
711-33	LF	748	TRAFFIC STRIPE SKIP (WHITE)	_ /.00	748.∞
711-34	L.F	440	TRAFFIC STRIPE SKIP (YELLOW)	1.00	440.∞
711-35-61	L.F	6.366	TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (6")	1.00	6366.∞
711-35-121	LF	492	TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (12")	1.50	738.∞
711-35-181	LF.	161	TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (24")	2.00	322.00
711-36-61	LF	6,369	TRAFFIC STRIPE SOLID (THRMPLSTC)(YELLOW) (6")	1.00	<i>6,369.∞</i>
711-36-181	LF	839	TRAFFIC STRIPE SOLID (THRMPLSTC) (YELLOW) (18")	2.00	/,678.∞

SUB TOTAL for WORK ORDER#2:	\$	625,591.00)
SUB-FULAL IDEVIORS USEEMRAZ'	**		

CC-2324-07/JVP SEMINOLE COUNTY ROADWAY PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT	AMOUNT
101-1	LS	1	MOBILIZATION (8%)	_(LO,000.®	60,000.00
102-1	LS	1	MAINTENANCE OF TRAFFIC (8%)		30,000.00
110-1-1	LS	1	CLEARING AND GRUBBING		120,574,9
104-11	LF	173	TURBITY BARRIER, FLOATING	10,00	1,730.00
104-13-1	L.F	4,342	SILT FENCE STAKED (TYPE III)	2.00	8,684.00
104-XX	LF	123	FIBER LOGS	_ 20.∞	2,460.00
120-1	CY	2.572	EXCAVATION REGULAR	5.00	12,860.00
120-6	CY	1,037.4	EMBANKMENT	10.00	10,374.00
285-70-4	SY	386	TYPE ABC-3 STABILIZATION 4"	30.00	//580.∞
285-70-9	SY	260	TYPE ABC-3 BASE COURSE 6"	40.00	10,400.00
327-70-1	SY	2.181	MILLING EXIST ASPH PAVT (1" AVG DEPTH)		
331-2	TN	39	ASPHALTIC CONCRETE TYPE S (3")	120,00	13,086.00 4,680.00

WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY ROADWAY PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT	AMOUNT
337-7-3	TN	141.2	ASPHALTIC CONCRETE FRICTION COURSE (FC-3) (1")	165.00	23,298.∞
430-962216	ſ.F.	57	PIPE PVC (SCH 80)(NOT ENCASED)(6")	35.00	1,995.∞
520-1-10	LF	488	CONCRETE CURB & GUTTER (TYP 'F')	26.00	12,688.00
522-1	SY	11,765	CONCRETE SIDEWALK (4" THICK (INCLUDING COMPACTION)	37.∞	435,305.00
522-2	SY	39	CONCRETE SIDEWALK (6" THICK (INCLUDING COMPACTION)	50.∞	1,950.00
575-3-1	SY	9,470	SODDING (BAHIA)	3.00	28,410.∞

CC-2324-07/JVP

SEMINOLE COUNTY

SIGNING & PAVEMENT MARKING PAY ITEMS BID FORM

	T	APPROXIMATE	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE	UNIT	
ITEM NO.	UNIT	QUANTITY	(PRICE WRITTEN IN WORDS)	PRICE	AMOUNT
706-3	EA	13	RETRO-REFLECTIVE PAVMT MARKERS (RED/WHITE)	4.00	52.∞
706-3	EA	80	RETRO-REFLECTIVE PAVMT MARKERS (YELLOW)	4.00	320.∞
710-90	LS	1	PAINTED PAVEMENT MARKINGS (FINAL SURFACE)	1,200.°°	1,2∞0.∞
711-4	EA	4	DIRECTIONAL ARROWS, THERMOPLASTIC	50.00	zco.∞
711-35-61	-1.4.	1090	TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (6")	1.00	1,090.00
711-35-121	L.F.	256	TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (12")		512.00

CC-2324-07/JVP

SEMINOLE COUNTY

SIGNING & PAVEMENT MARKING PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT	AMOUNT
711-35-181	LF	22	TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (24")		
				2,00	44.00
711-36-61	LF	1637	TRAFFIC STRIPE SOLID (THRMPLSTC)(YELLOW) (6")		
				1,00	1,637.00
711-36-181	LF	140	TRAFFIC STRIPE SOLID (THRMPLSTC) (YELLOW) (18")	_	
				2.00	280.∞
	<u> </u>			_	

WEKIVA SPRINGS ROAD WORK ORDER NO. 3 & 4 SEMINOLE COUNTY STRUCTURE PAY ITEMS BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
110-3	SF	408	STRUCTURE REMOVAL OF EXISTING	25. 99	10, 200 . 🤒
400-4-5	CY	16	CONCRETE CLASS IV (SUBSTRUCTURE)	3,000.00	48,300.00
415-1-5	18	3,000	REINFORCING STEEL (SUBSTRUCTURE)	3.50	10,500.00
	EA	2.000	PREFABRICATED STEEL TRUSS BRIDGE	85,000.	170,000.00
999-03	ED	300	Field Office	60.00	18,000.00
	The state of the s				

SUB TOTAL for WORK ORDER#3&4:	\$ 1,052,409.00
BID GRAND TOTAL (W/O#2,3,&4):	\$ 1,678,000.00

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
* REX D. HUFFMAN	President	REX DALE HUFFMAN
GARY E. REGISTER	Vice-President	GARY EVANS REGISTER
JOANNE G. REGISTER	Secretary	JOANNE GIBBS REGISTER
JOANNE G. REGISTER	Treasurer	JOANNE GIBBS REGISTER
DOUGLAS E. THOMAS	Resident Superintendent	DOUGLAS EDWARD THOMAS

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

Exhibit C

TRENCH SAFETY ACT (if applicable for this project) SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE		QUANTITY	UNIT COST	EXTENDED COST
SAFE Slopes	LF		57	/.00	57. ∞
	***************************************			***************************************	

V		·	***************************************		
A			***************************************		

				7	TOTAL \$ 57.00
REX D. HUFFMAN Printed Name	, PRESIDENT		GIBBS & Bidder Name	REGISTER,	INC.
Signature			AUGUST 8 Date	, 2007	

Gibbs & Register Inc. CC-2324-07/JVP 33 of 34

Exhibit D

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR:	GIBBS & REGISTER, INC.	············
Signature:	Olf -	
Printed Name:	REX D. PUFFMAN	,
Title:	PRESIDENT	
Date:	AUGUST 8, 2007	W.O.
Affix Corporate Seal		2 17 H
STATE OF FLORIDA)) ss	
COUNTY OF ORANGE)	5-215
The foregoing instru	ument was acknowledged before me this	8TH day
of_AUGUST,	20 07 , by REX D. HUFFMAN	of
gibbs & REGISTER, INC. personally known to me or has p		the firm. He/She is identification.
personally known to me or has p	Taurie le Med	luck
NOTARY PUBLIC-STA	Print Name <u>LAURIE A. HEDRI</u> Notary Public in and for the Count	
Commission	A. Hedrick and State Aforementioned ##DD680526	
BONDED THRU ATLANTIC	MAY 31, 2011 BONDING CO., INC. My commission expires: MAY 3	1, ZVII

Gibbs & Register Inc.
AMERICANS WITH DISABILITIES ACT AFF1EDA 6/1/JVP
12/26/2000 34 of 34

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-2324-07/JVP

PROJECT TITLE: Wekiva Springs Rd-Fox Valley Dr.

BID OPENING

DATE: August 15, 2007 at 2:00 P.M. Eastern

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 2

	Response #1	Response #2	Response #3	Response #4
ITEM DESCRIPTION	Engineer Controls Systems, Corp. 1175 NE 125 Street, Suite 316 North Miami, FL 33161	Gibbs & Register, Inc. 232 S. Dillard St. Winter Garden, FL 34787	Cathcart Contracting Company 6972 Aloma Ave Winter Park, FL 32972	Central Florida Environmental 910 Belle Ave Ste.1040 Winter Springs, FL 32708
	Nigel La Chapelle V 305-895-4376 (Phone) 305-895-0019 (Fax)	Rex Huffman 407-654-6133 (Phone) 407-654-6134 (Fax)	John T. Cathcart, CEO 407-629-2900 ex. 21(Phone) Fx. 407-677-4212 (Fax)	David Stalowy, President 407-834-6115 (Phone) 407-834-6391 (Fax)
TOTAL AMOUNT OF BID	DISQUALIFIED	\$1,678,000.00	\$1,742,370.27	\$1,745,740.42
Acknowledge addenda 1-4	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non- Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
FDOT Pre-qualified or Sub	NO	Yes	Yes	Yes

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-2324-07/JVP

	Response #5	Response #6	Response #7
	JCB Construction Inc.	AJC Construction, LLC	American Persian Engineers and
ITEM DESCRIPTION	800 W. Gore Street	8046A Presidents Drive	Construction
	Orlando, FL 32805	Orlando, FL 32809	4436 Old Winter Garden Rd
			Orlando, FL 32811
	Gratten White	Alexander Caputo	Majid Fouladi, President
	407-425-9880 (Phone)	407-855-5572 (Phone)	407-522-0530 (Phone)
	407-425-9972 (Fax)	407-855-4922 (Fax)	407-532-8332 (Fax)
TOTAL AMOUNT OF BID	\$1,753,284.20	\$1,835,000.00	1,848,437.55
Acknowledge addenda 1-4	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certification of Non-Segregated	Yes	Yes	Yes
Facilities Form			
Americans w/Disabilities Act	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
FDOT Pre-qualified	Yes	Yes	Yes

Bid Opening: August 15, 2007 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Tabulated by Jacqui Perry, Senior Procurement Analyst (Posted by Jacqui Perry on August 17, 2007 at 11:20 a.m. Eastern)

Recommendation of Award: September 7, 2007 @ 11:50 a.m. –Gibbs & Register Inc.

BCC Agenda Date: October 9, 2007